

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY

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BEFORE THE ADMINISTRATOR

ENVIRONMENTAL PROTECTION
AGENCY-REGION VII
REGIONAL HEARING CLERK

In the Matter of

GOLDMARK PROPERTY
MANAGEMENT, INC.
Fargo, North Dakota

Respondent

) Docket No. TSCA-07-2003-0032
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COMPLAINT AND NOTICE OF
OPPORTUNITY FOR HEARING
UNDER SECTION 16(a) OF
THE TOXIC SUBSTANCES
CONTROL ACT

COMPLAINT

Preliminary Statement

This is an administrative action for the assessment of civil penalties instituted pursuant to Section 16(a) of the Toxic Substances Control Act, (hereinafter "TSCA"), 15 U.S.C. § 2615(a), in accordance with the United States Environmental Protection Agency's Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, found at 40 C.F.R. Part 22, a copy of which is enclosed herewith.

This Complaint and Notice of Opportunity for a Hearing ("Complaint") serves as notice that the United States Environmental Protection Agency (hereinafter "EPA") has reason to believe that Respondent has violated Section 409 of TSCA, 15 U.S.C. § 2689, by failing to comply with the regulatory requirements of 40 C.F.R. Part 745, Subpart F, Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property ("Disclosure Rule"), which was promulgated pursuant to Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, ("Title X"), 42 U.S.C. § 4851 et seq.

Congress enacted Title X to protect America's children from the dangers of lead-based paint. Congress found that lead poisoning afflicts millions of American children under the age of 6, and that millions of American homes pose a danger to children due to the hazards presented by lead-based paint. Section 1018 of Title X, 42 U.S.C. § 4852d, contains provisions governing the disclosure of information concerning lead-based paint upon the sale or lease of "target housing", which Title X defines as housing constructed prior to 1978. The Disclosure Rule requires that before a purchaser or lessee is obligated under any contract to purchase or lease target housing, sellers or lessors, and their agents, are required to disclose to the purchaser or lessee certain

information regarding the possible or actual presence of lead-based paint and/or lead-based paint hazards in the target housing. Additionally, purchasers must be offered an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

The Complainant, by delegation from the Administrator of the EPA, and the Regional Administrator, EPA, Region 7, is the Director, Air, RCRA, and Toxics Division, EPA, Region 7. The Respondent is Goldmark Property Management, Inc., 1707 Gold Drive S., Suite 200, P.O. Box 3024, Fargo, North Dakota 58108.

General Allegations Common to All Counts

1. Goldmark Property Management, Inc. ("Respondent") is a North Dakota corporation.
2. Respondent manages apartment complexes in Iowa, North Dakota, and Minnesota.
3. For all periods of time relevant to the violations alleged in the Complaint, R.O. Apartments, LLP (the "Owner") owned Royal Oaks Apartments, a residential apartment complex located at 2400 Hickman Road, Des Moines, Iowa.
4. The Royal Oaks Apartments were constructed prior to 1978.
5. Royal Oaks Apartments are "target housing" as defined by 40 C.F.R. § 745.103.
6. Prior to the violations alleged in the Complaint, Respondent had entered into a contract or agreement with the Owner, for the purpose of leasing and managing Royal Oaks Apartments.
7. On or about May 7, 2002, Mr. Roger Fuller, an authorized representative of EPA, performed a Disclosure Rule inspection of Respondent at Royal Oaks Apartments rental office located at 2400 Hickman Road, Des Moines, Iowa.

General Allegations For Counts I Through IV
2400 Hickman Road, Apartment 10 Lease

8. On or about September 9, 2001, Respondent entered into a rental agreement (the "Contract") with Charlene Hayden for the lease of 2400 Hickman Road, Apartment 10, of Royal Oaks Apartments, for residential use.
9. As a result of the Contract described in Paragraph 8 above, the Owner became a "lessor", Respondent became an "agent", and Charlene Hayden became a "lessee", as those terms are defined by 40 C.F.R. § 745.103.
10. Subsequent to the Contract described in Paragraph 8 above, Charlene Hayden moved into Apartment 10.

Count I
Failure to Provide Pamphlet

The facts stated in Paragraphs 1 through 10 above, are herein restated and incorporated.

11. Pursuant to 40 C.F.R. § 745.107(a)(1), before the lessee is obligated under any contract to lease target housing, the lessor of target housing must provide the lessee with an EPA-approved lead hazard information pamphlet.
12. Pursuant to 40 C.F.R. § 745.115(a)(2), each agent must ensure that lessors have complied with 40 C.F.R. § 745.107(a)(1), or must personally ensure compliance with the same.
13. Both the Owner and Respondent failed to provide an EPA-approved lead hazard information pamphlet to Charlene Hayden prior to her being obligated under the rental Contract described in Paragraph 8 above.
14. Respondent's failure to ensure that an EPA-approved lead hazard information pamphlet was provided to Charlene Hayden prior to her being obligated under the rental contract described in Paragraph 8 above is a violation of 40 C.F.R. §§ 745.107(a)(1) and 745.115(a)(2), and Section 409 of TSCA.
15. Pursuant to Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1), and based on the allegations contained above, it is proposed that a civil penalty of Two Thousand Two Hundred Dollars (\$2,200) be assessed against Respondent for its failure to comply with the requirements of 40 C.F.R. §§ 745.107(a)(1) and 745.115(a)(2).

Count II
Failure to Include Lead Warning Statement

The facts stated in Paragraphs 1 through 10 above, are herein restated and incorporated.

16. Pursuant to 40 C.F.R. § 745.113(b)(1), the lessor is required to include in each contract to lease target housing, either as an attachment to or within the contract, a lead warning statement with the following language:

"Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

17. Pursuant to 40 C.F.R. § 745.115(a)(2), each agent must ensure that lessors have complied with 40 C.F.R. § 745.113(b)(1), or must personally ensure compliance with the same.

18. Both the Owner and Respondent failed to include, either as an attachment to or within the rental Contract described in Paragraph 8 above, a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), as set out in Paragraph 16 above.

19. Respondent's failure to ensure inclusion, either as an attachment to or within the Contract described in Paragraph 8 above, of a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), is a violation of 40 C.F.R. §§ 745.113(b)(1) and 745.115(a)(2), and Section 409 of TSCA.

20. Pursuant to Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1), and based on the allegations contained above, it is proposed that a civil penalty of one Thousand Three Hundred Twenty Dollars (\$1,320.00) be assessed against Respondent for its failure to comply with the requirements of 40 C.F.R. §§ 745.113(b)(1) and 745.115(a)(2).

Count III
Failure to Include Disclosure Statement

The facts stated in Paragraphs 1 through 10 above, are herein restated and incorporated.

21. Pursuant to 40 C.F.R. § 745.113(b)(2), the lessor is required to include in each contract to lease target housing, either as an attachment to or within the contract, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards.

22. Pursuant to 40 C.F.R. § 745.115(a)(2), each agent must ensure that lessors have complied with 40 C.F.R. § 745.113(b)(2), or must personally ensure compliance with the same.

23. Both the Owner and Respondent failed to include, either as an attachment to or within the rental Contract described in Paragraph 8 above, a statement disclosing the Owner's knowledge of the presence of lead-based paint and/or lead-based paint hazards in Apartment 10 or indicating that the Owner had no such knowledge.

24. Respondent's failure to ensure inclusion, either as an attachment to or within the Contract described in Paragraph 8 above, of a statement disclosing the Owner's knowledge of the presence of lead-based paint and/or lead-based paint hazards in Apartment 10 or indicating that the Owner had no such knowledge, is a violation of 40 C.F.R. §§ 745.113(b)(2) and 745.115(a)(2), and Section 409 of TSCA.

25. Pursuant to Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1), and based on the allegations contained above, it is proposed that a civil penalty of Six Hundred Sixty Dollars (\$660.00) be assessed against Respondent for its failure to comply with the requirements of 40 C.F.R. §§ 745.113(b)(2) and 745.115(a)(2).

Count IV
Failure to List Records or Reports

The facts stated in Paragraphs 1 through 10 above, are herein restated and incorporated.

26. Pursuant to 40 C.F.R. § 745.113(b)(3), the lessor is required to include in each contract to lease target housing, either as an attachment to or within the contract, a list of any records or reports available to the lessor pertaining to lead-based paint and/or lead based paint hazards in the housing that have been provided to the lessee, or an indication that no such records or reports were available if that is the case.

27. Pursuant to 40 C.F.R. § 745.115(a)(2), each agent must ensure that lessors have complied with 40 C.F.R. § 745.113(b)(3), or must personally ensure compliance with the same.

28. Both the Owner and Respondent failed to include, either as an attachment to or within the rental Contract described in Paragraph 8 above, a list of any records or reports available to the Owner pertaining to lead-based paint and/or lead based paint hazards in Apartment 10 that have been provided to Charlene Hayden, or an indication that no such records or reports are available.

29. Respondent's failure to ensure inclusion, either as an attachment to or within the Contract described in Paragraph 8 above, of a list of any records or reports available to the Owner pertaining to lead-based paint and/or lead-based paint hazards in Apartment 10 that have been provided to Charlene Hayden, or an indication that no such records or reports are available, is a violation of 40 C.F.R. §§ 745.113(b)(3) and 745.115(a)(2), and Section 409 of TSCA.

30. Pursuant to Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1), and based on the allegations contained above, it is proposed that a civil penalty of Two Hundred Twenty Dollars (\$220.00) be assessed against Respondent for its failure to comply with the requirements of 40 C.F.R. §§ 745.113(b)(3) and 745.115(a)(2).

General Allegations For Counts V Through VIII
2400 Hickman Road, Apartment 3 Lease

31. On or about March 15, 2002, Respondent entered into a rental agreement (the "Contract") with Mark and Judy Crawford for the lease of 2400 Hickman Road, Apartment 3, of Royal Oaks Apartments, for residential use.

32. As a result of the Contract described in Paragraph 31 above, the Owner became a "lessor", Respondent became an "agent", and Mark and Judy Crawford became "lessees", as those terms are defined by 40 C.F.R. § 745.103.

33. Subsequent to the Contract described in Paragraph 31 above, Mark and Judy Crawford moved into Apartment 3.

Count V
Failure to Provide Pamphlet

The facts stated in Paragraphs 1 through 7, and 31 through 33, above, are herein restated and incorporated.

34. Pursuant to 40 C.F.R. § 745.107(a)(1), before the lessee is obligated under any contract to lease target housing, the lessor of target housing must provide the lessee with an EPA-approved lead hazard information pamphlet.

35. Pursuant to 40 C.F.R. § 745.115(a)(2), each agent must ensure that lessors have complied with 40 C.F.R. § 745.107(a)(1), or must personally ensure compliance with the same.

36. Both the Owner and Respondent failed to provide an EPA-approved lead hazard information pamphlet to Mark and Judy Crawford prior to being obligated under the rental Contract described in Paragraph 31 above.

37. Respondent's failure to ensure that an EPA-approved lead hazard information pamphlet was provided to Mark and Judy Crawford prior to being obligated under the rental contract described in Paragraph 31 above is a violation of 40 C.F.R. §§ 745.107(a)(1) and 745.115(a)(2), and Section 409 of TSCA.

38. Pursuant to Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1), and based on the allegations contained above, it is proposed that a civil penalty of Two Thousand Two Hundred Dollars (\$2,200) be assessed against Respondent for its failure to comply with the requirements of 40 C.F.R. §§ 745.107(a)(1) and 745.115(a)(2).

Count VI
Failure to Include Lead Warning Statement

The facts stated in Paragraphs 1 through 7, and 31 through 33, above, are herein restated and incorporated.

39. Pursuant to 40 C.F.R. § 745.113(b)(1), the lessor is required to include in each contract to lease target housing, either as an attachment to or within the contract, a lead warning statement with the following language:

"Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before

renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

40. Pursuant to 40 C.F.R. § 745.115(a)(2), each agent must ensure that lessors have complied with 40 C.F.R. § 745.113(b)(1), or must personally ensure compliance with the same.

41. Both the Owner and Respondent failed to include, either as an attachment to or within the rental Contract described in Paragraph 31 above, a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), as set out in Paragraph 39 above.

42. Respondent's failure to ensure inclusion, either as an attachment to or within the Contract described in Paragraph 31 above, of a lead warning statement with the language required by 40 C.F.R. § 745.113(b)(1), is a violation of 40 C.F.R. §§ 745.113(b)(1) and 745.115(a)(2), and Section 409 of TSCA.

43. Pursuant to Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1), and based on the allegations contained above, it is proposed that a civil penalty of one Thousand Three Hundred Twenty Dollars (\$1,320.00) be assessed against Respondent for its failure to comply with the requirements of 40 C.F.R. §§ 745.113(b)(1) and 745.115(a)(2).

Count VII

Failure to Include Disclosure Statement

The facts stated in Paragraphs 1 through 7, and 31 through 33, above, are herein restated and incorporated.

44. Pursuant to 40 C.F.R. § 745.113(b)(2), the lessor is required to include in each contract to lease target housing, either as an attachment to or within the contract, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards.

45. Pursuant to 40 C.F.R. § 745.115(a)(2), each agent must ensure that lessors have complied with 40 C.F.R. § 745.113(b)(2), or must personally ensure compliance with the same.

46. Both the Owner and Respondent failed to include, either as an attachment to or within the rental Contract described in Paragraph 31 above, a statement disclosing the Owner's knowledge of the presence of lead-based paint and/or lead-based paint hazards in Apartment 3 or indicating that the Owner had no such knowledge.

47. Respondent's failure to ensure inclusion, either as an attachment to or within the Contract described in Paragraph 31 above, of a statement disclosing Owners' knowledge of the presence

of lead-based paint and/or lead-based paint hazards in Apartment 3 or indicating that Owners had no such knowledge, is a violation of 40 C.F.R. §§ 745.113(b)(2) and 745.115(a)(2), and Section 409 of TSCA.

48. Pursuant to Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1), and based on the allegations contained above, it is proposed that a civil penalty of Six Hundred Sixty Dollars (\$660.00) be assessed against Respondent for its failure to comply with the requirements of 40 C.F.R. §§ 745.113(b)(2) and 745.115(a)(2).

Count VIII
Failure to List Records or Reports

The facts stated in Paragraphs 1 through 7, and 31 through 33, above, are herein restated and incorporated.

49. Pursuant to 40 C.F.R. § 745.113(b)(3), the lessor is required to include in each contract to lease target housing, either as an attachment to or within the contract, a list of any records or reports available to the lessor pertaining to lead-based paint and/or lead based paint hazards in the housing that have been provided to the lessee, or an indication that no such records or reports were available if that is the case.

50. Pursuant to 40 C.F.R. § 745.115(a)(2), each agent must ensure that lessors have complied with 40 C.F.R. § 745.113(b)(3), or must personally ensure compliance with the same.

51. Both the Owner and Respondent failed to include, either as an attachment to or within the rental Contract described in Paragraph 31 above, a list of any records or reports available to the Owner pertaining to lead-based paint and/or lead based paint hazards in Apartment 3 that have been provided to Mark and Judy Crawford, or an indication that no such records or reports are available.

52. Respondent's failure to ensure inclusion, either as an attachment to or within the Contract described in Paragraph 31 above, of a list of any records or reports available to the Owner pertaining to lead-based paint and/or lead-based paint hazards in Apartment 3 that have been provided to Mark and Judy Crawford, or an indication that no such records or reports are available, is a violation of 40 C.F.R. §§ 745.113(b)(3) and 745.115(a)(2), and Section 409 of TSCA.

53. Pursuant to Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1), and based on the allegations contained above, it is proposed that a civil penalty of Two Hundred Twenty Dollars (\$220.00) be assessed against Respondent for its failure to comply with the requirements of 40 C.F.R. §§ 745.113(b)(3) and 745.115(a)(2).

General Allegations For Counts IX And X
2400 Hickman Road, Apartment 73 Lease

54 On or about March 1, 2002, Respondent entered into a rental agreement (the "Contract") with Safija and Zijad Selimovic for the lease of 2400 Hickman Road, Apartment 73, of Royal Oaks Apartments, for residential use.

55 As a result of the Contract described in Paragraph 54 above, the Owner became a "lessor", Respondent became an "agent", and Safija and Zijad Selimovic became "lessees", as those terms are defined by 40 C.F.R. § 745.103.

56 Subsequent to the Contract described in Paragraph 54 above, Safija and Zijad Selimovic moved into Apartment 73.

Count IX
Failure to Include Disclosure Statement

The facts stated in Paragraphs 1 through 7, and 54 through 56, above, are herein restated and incorporated.

57 Pursuant to 40 C.F.R. § 745.113(b)(2), the lessor is required to include in each contract to lease target housing, either as an attachment to or within the contract, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards.

58 Pursuant to 40 C.F.R. § 745.115(a)(2), each agent must ensure that lessors have complied with 40 C.F.R. § 745.113(b)(2), or must personally ensure compliance with the same.

59 Both the Owner and Respondent failed to include, either as an attachment to or within the rental Contract described in Paragraph 54 above, a statement disclosing the Owner's knowledge of the presence of lead-based paint and/or lead-based paint hazards in Apartment 73 or indicating that the Owner had no such knowledge.

60 Respondent's failure to ensure inclusion, either as an attachment to or within the Contract described in Paragraph 54 above, of a statement disclosing the Owner's knowledge of the presence of lead-based paint and/or lead-based paint hazards in Apartment 73 or indicating that the Owner had no such knowledge, is a violation of 40 C.F.R. §§ 745.113(b)(2) and 745.115(a)(2), and Section 409 of TSCA.

61 Pursuant to Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1), and based on the allegations contained above, it is proposed that a civil penalty of Six Hundred Sixty Dollars (\$660.00) be assessed against Respondent for its failure to comply with the requirements of 40 C.F.R. §§ 745.113(b)(2) and 745.115(a)(2).

Count X
Failure to List Records or Reports

The facts stated in Paragraphs 1 through 7, and 54 through 56, above, are herein restated and incorporated.

62. Pursuant to 40 C.F.R. § 745.113(b)(3), the lessor is required to include in each contract to lease target housing, either as an attachment to or within the contract, a list of any records or reports available to the lessor pertaining to lead-based paint and/or lead based paint hazards in the housing that have been provided to the lessee, or an indication that no such records or reports were available if that is the case.

63. Pursuant to 40 C.F.R. § 745.115(a)(2), each agent must ensure that lessors have complied with 40 C.F.R. § 745.113(b)(3), or must personally ensure compliance with the same.

64. Both the Owner and Respondent failed to include, either as an attachment to or within the rental Contract described in Paragraph 54 above, a list of any records or reports available to the Owner pertaining to lead-based paint and/or lead based paint hazards in Apartment 73 that have been provided to Safija and Zijad Selimovic, or an indication that no such records or reports are available.

65. Respondent's failure to ensure inclusion, either as an attachment to or within the Contract described in Paragraph 54 above, of a list of any records or reports available to the Owner pertaining to lead-based paint and/or lead-based paint hazards in Apartment 73 that have been provided to Safija and Zijad Selimovic, or an indication that no such records or reports are available, is a violation of 40 C.F.R. §§ 745.113(b)(3) and 745.115(a)(2), and Section 409 of TSCA.

66. Pursuant to Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1), and based on the allegations contained above, it is proposed that a civil penalty of Two Hundred Twenty Dollars (\$220.00) be assessed against Respondent for its failure to comply with the requirements of 40 C.F.R. §§ 745.113(b)(3) and 745.115(a)(2).

General Allegations For Counts XI And XII
2310 Hickman Road, Apartment 5 Lease

67. On or about March 1, 2002, Respondent entered into a rental agreement (the "Contract") with Benjamin Bol and James Bol for the lease of 2310 Hickman Road, Apartment 5, of Royal Oaks Apartments, for residential use.

68. As a result of the Contract described in Paragraph 67 above, the Owner became a "lessor", Respondent became an "agent", and Benjamin Bol and James Bol became "lessees", as those terms are defined by 40 C.F.R. § 745.103.

69. Subsequent to the Contract described in Paragraph 67 above, Benjamin Bol and James Bol moved into Apartment 5.

Count XI
Failure to Include Disclosure Statement

The facts stated in Paragraphs 1 through 7, and 67 through 69, above, are herein restated and incorporated.

70. Pursuant to 40 C.F.R. § 745.113(b)(2), the lessor is required to include in each contract to lease target housing, either as an attachment to or within the contract, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards.

71. Pursuant to 40 C.F.R. § 745.115(a)(2), each agent must ensure that lessors have complied with 40 C.F.R. § 745.113(b)(2), or must personally ensure compliance with the same.

72. Both the Owner and Respondent failed to include, either as an attachment to or within the rental Contract described in Paragraph 67 above, a statement disclosing the Owner's knowledge of the presence of lead-based paint and/or lead-based paint hazards in Apartment 5 or indicating that the Owner had no such knowledge.

73. Respondent's failure to ensure inclusion, either as an attachment to or within the Contract described in Paragraph 67 above, of a statement disclosing the Owner's knowledge of the presence of lead-based paint and/or lead-based paint hazards in Apartment 5 or indicating that the Owner had no such knowledge, is a violation of 40 C.F.R. §§ 745.113(b)(2) and 745.115(a)(2), and Section 409 of TSCA.

74. Pursuant to Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1), and based on the allegations contained above, it is proposed that a civil penalty of Six Hundred Sixty Dollars (\$660.00) be assessed against Respondent for its failure to comply with the requirements of 40 C.F.R. §§ 745.113(b)(2) and 745.115(a)(2).

Count XII
Failure to List Records or Reports

The facts stated in Paragraphs 1 through 7, and 67 through 69, above, are herein restated and incorporated.

75. Pursuant to 40 C.F.R. § 745.113(b)(3), the lessor is required to include in each contract to lease target housing, either as an attachment to or within the contract, a list of any records or reports available to the lessor pertaining to lead-based paint and/or lead based paint hazards in the housing that have been provided to the lessee, or an indication that no such records or reports were available if that is the case.

76. Pursuant to 40 C.F.R. § 745.115(a)(2), each agent must ensure that lessors have complied with 40 C.F.R. § 745.113(b)(3), or must personally ensure compliance with the same.

77. Both the Owner and Respondent failed to include, either as an attachment to or within the rental Contract described in Paragraph 67 above, a list of any records or reports available to the Owner pertaining to lead-based paint and/or lead based paint hazards in Apartment 5 that have been provided to Benjamin Bol and James Bol, or an indication that no such records or reports are available.

78. Respondent's failure to ensure inclusion, either as an attachment to or within the Contract described in Paragraph 67 above, of a list of any records or reports available to the Owner pertaining to lead-based paint and/or lead-based paint hazards in Apartment 5 that have been provided to Benjamin Bol and James Bol, or an indication that no such records or reports are available, is a violation of 40 C.F.R. §§ 745.113(b)(3) and 745.115(a)(2), and Section 409 of TSCA.

79. Pursuant to Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1), and based on the allegations contained above, it is proposed that a civil penalty of Two Hundred Twenty Dollars (\$220.00) be assessed against Respondent for its failure to comply with the requirements of 40 C.F.R. §§ 745.113(b)(3) and 745.115(a)(2).

General Allegations For Counts XIII And XIV
2330 Hickman Road, Apartment 20 Lease

80. On or about April 1, 2002, Respondent entered into a rental agreement (the "Contract") with Jeffery Weathers for the lease of 2330 Hickman Road, Apartment 20, of Royal Oaks Apartments, for residential use.

81. As a result of the Contract described in Paragraph 80 above, the Owner became a "lessor", Respondent became an "agent", and Jeffery Weathers became a "lessee", as those terms are defined by 40 C.F.R. § 745.103.

82. Subsequent to the Contract described in Paragraph 80 above, Jeffery Weathers moved into Apartment 20.

Count XIII
Failure to Include Disclosure Statement

The facts stated in Paragraphs 1 through 7, and 80 through 82, above, are herein restated and incorporated.

83. Pursuant to 40 C.F.R. § 745.113(b)(2), the lessor is required to include in each contract to lease target housing, either as an attachment to or within the contract, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards.

84. Pursuant to 40 C.F.R. § 745.115(a)(2), each agent must ensure that lessors have complied with 40 C.F.R. § 745.113(b)(2), or must personally ensure compliance with the same.

85. Both the Owner and Respondent failed to include, either as an attachment to or within the rental Contract described in Paragraph 80 above, a statement disclosing the Owner's knowledge of the presence of lead-based paint and/or lead-based paint hazards in Apartment 20 or indicating that the Owner had no such knowledge.

86. Respondent's failure to ensure inclusion, either as an attachment to or within the Contract described in Paragraph 80 above, of a statement disclosing the Owner's knowledge of the presence of lead-based paint and/or lead-based paint hazards in Apartment 20 or indicating that the Owner had no such knowledge, is a violation of 40 C.F.R. §§ 745.113(b)(2) and 745.115(a)(2), and Section 409 of TSCA.

87. Pursuant to Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1), and based on the allegations contained above, it is proposed that a civil penalty of Six Hundred Sixty Dollars (\$660.00) be assessed against Respondent for its failure to comply with the requirements of 40 C.F.R. §§ 745.113(b)(2) and 745.115(a)(2).

Count XIV
Failure to List Records or Reports

The facts stated in Paragraphs 1 through 7, and 80 through 82, above, are herein restated and incorporated.

88. Pursuant to 40 C.F.R. § 745.113(b)(3), the lessor is required to include in each contract to lease target housing, either as an attachment to or within the contract, a list of any records or reports available to the lessor pertaining to lead-based paint and/or lead based paint hazards in the housing that have been provided to the lessee, or an indication that no such records or reports were available if that is the case.

89. Pursuant to 40 C.F.R. § 745.115(a)(2), each agent must ensure that lessors have complied with 40 C.F.R. § 745.113(b)(3), or must personally ensure compliance with the same.

90. Both the Owner and Respondent failed to include, either as an attachment to or within the rental Contract described in Paragraph 80 above, a list of any records or reports available to the Owner pertaining to lead-based paint and/or lead based paint hazards in Apartment 20 that have been provided to Jeffery Weathers, or an indication that no such records or reports are available.

91. Respondent's failure to ensure inclusion, either as an attachment to or within the Contract described in Paragraph 80 above, of a list of any records or reports available to the Owner pertaining to lead-based paint and/or lead-based paint hazards in Apartment 20 that have been provided to Jeffery Weathers, or an indication that no such records or reports are available, is a violation of 40 C.F.R. §§ 745.113(b)(3) and 745.115(a)(2), and Section 409 of TSCA.

92. Pursuant to Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1), and based on the allegations contained above, it is proposed that a civil penalty of Two Hundred Twenty Dollars (\$220.00) be assessed against Respondent for its failure to comply with the requirements of 40 C.F.R. §§ 745.113(b)(3) and 745.115(a)(2).

General Allegations For Counts XV And XVI
2201 26th Street, Apartment 24 Lease

93. On or about April 25, 2002, Respondent entered into a rental agreement (the "Contract") with Scott Brannon for the lease of 2201 26th Street, Apartment 24, of Royal Oaks Apartments, for residential use.

94. As a result of the Contract described in Paragraph 93 above, the Owner became a "lessor", Respondent became an "agent", and Scott Brannon became a "lessee", as those terms are defined by 40 C.F.R. § 745.103.

95. Subsequent to the Contract described in Paragraph 93 above, Scott Brannon moved into Apartment 24.

Count XV
Failure to Include Disclosure Statement

The facts stated in Paragraphs 1 through 7, and 93 through 95, above, are herein restated and incorporated.

96. Pursuant to 40 C.F.R. § 745.113(b)(2), the lessor is required to include in each contract to lease target housing, either as an attachment to or within the contract, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards.

97. Pursuant to 40 C.F.R. § 745.115(a)(2), each agent must ensure that lessors have complied with 40 C.F.R. § 745.113(b)(2), or must personally ensure compliance with the same.

98. Both the Owner and Respondent failed to include, either as an attachment to or within the rental Contract described in Paragraph 93 above, a statement disclosing the Owner's knowledge of the presence of lead-based paint and/or lead-based paint hazards in Apartment 24 or indicating that the Owner had no such knowledge.

99. Respondent's failure to ensure inclusion, either as an attachment to or within the Contract described in Paragraph 93 above, of a statement disclosing the Owner's knowledge of the presence of lead-based paint and/or lead-based paint hazards in Apartment 24 or indicating that the Owner had no such knowledge, is a violation of 40 C.F.R. §§ 745.113(b)(2) and 745.115(a)(2), and Section 409 of TSCA.

100. Pursuant to Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1), and based on the allegations contained above, it is proposed that a civil penalty of Six Hundred Sixty Dollars (\$660.00) be assessed against Respondent for its failure to comply with the requirements of 40 C.F.R. §§ 745.113(b)(2) and 745.115(a)(2).

Count XVI
Failure to List Records or Reports

The facts stated in Paragraphs 1 through 7, and 93 through 95, above, are herein restated and incorporated.

101. Pursuant to 40 C.F.R. § 745.113(b)(3), the lessor is required to include in each contract to lease target housing, either as an attachment to or within the contract, a list of any records or reports available to the lessor pertaining to lead-based paint and/or lead based paint hazards in the housing that have been provided to the lessee, or an indication that no such records or reports were available if that is the case.

102. Pursuant to 40 C.F.R. § 745.115(a)(2), each agent must ensure that lessors have complied with 40 C.F.R. § 745.113(b)(3), or must personally ensure compliance with the same.

103. Both the Owner and Respondent failed to include, either as an attachment to or within the rental Contract described in Paragraph 93 above, a list of any records or reports available to the Owner pertaining to lead-based paint and/or lead based paint hazards in Apartment 24 that have been provided to Scott Brannon, or an indication that no such records or reports are available.

104. Respondent's failure to ensure inclusion, either as an attachment to or within the Contract described in Paragraph 93 above, of a list of any records or reports available to the Owner pertaining to lead-based paint and/or lead-based paint hazards in Apartment 24 that have been provided to Scott Brannon, or an indication that no such records or reports are available, is a violation of 40 C.F.R. §§ 745.113(b)(3) and 745.115(a)(2), and Section 409 of TSCA.

105. Pursuant to Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1), and based on the allegations contained above, it is proposed that a civil penalty of Two Hundred Twenty Dollars (\$220.00) be assessed against Respondent for its failure to comply with the requirements of 40 C.F.R. §§ 745.113(b)(3) and 745.115(a)(2).

Relief

TSCA § 16(a)(1), 15 U.S.C. § 2615(a)(1), provides that any person who violates Section 409 of TSCA shall be liable to the United States for a civil penalty in an amount not to exceed \$25,000 for each such violation. However, this maximum penalty amount is limited by Section 1018(b)(5) of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d(b)(5), which makes violations of the Disclosure Rule enforceable under TSCA § 409 and limits penalties to not more than \$10,000 per violation. Pursuant to the Federal Civil

Penalties Inflation Adjustment Act of 1990, 28 U.S.C. § 2461 note, Pub. L. 101-410, 101 Stat. 890, as amended by the Debt Collection Act of 1996, 31 U.S.C. § 3701 note, Pub. L. 104-134, 110 Stat. 1321, EPA issued a final rule adjusting this \$10,000 figure upward by 10% to \$11,000 for violations that occur after July 28, 1997. 62 Fed. Reg. 35,037 (June 27, 1997); 40 C.F.R. Part 19.

The penalties proposed in Paragraphs 15, 20, 25, 30, 38, 43, 48, 53, 61, 66, 74, 79, 87, 92, 100 and 105 above, which total \$12,320, are based upon the facts alleged in this Complaint and upon those factors which the Complainant must consider pursuant to Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), including the nature, circumstances, extent and gravity of the violations, and with respect to the Respondent, ability to pay, effect on ability to continue to do business, any history of prior such violations, degree of culpability, and other such matters as justice may require in accordance with EPA's Section 1018 - Disclosure Rule Enforcement Response Policy, dated February 2000, a copy of which is enclosed herewith. This policy provides a rational, consistent and equitable calculation methodology for applying the statutory penalty factors enumerated above to particular cases.

The proposed penalty as set forth in this Complaint is based on the best information available to EPA at the time that the Complaint was issued. The penalty may be adjusted if the Respondent establishes bonafide issues of ability to pay, or other defenses relevant to the appropriate amount of the proposed penalty. A summary of the proposed penalty is contained in the enclosed Civil Penalty Assessment Worksheets attached hereto and incorporated herein by reference.

If Respondent does not contest the findings and assessments set forth above, payment of the total penalty - \$12,320 - may be made by certified or cashier's check payable to the "Treasurer, United States of America," and remitted to:

Mellon Bank
EPA - Region 7
Regional Hearing Clerk
P.O. Box 360748M
Pittsburgh, Pennsylvania 15251

A copy of the check must simultaneously be sent to the following:

Regional Hearing Clerk
U.S. Environmental Protection Agency
Region 7
901 N. 5th Street
Kansas City, Kansas 66101

NOTICE OF OPPORTUNITY TO REQUEST A HEARING

Answer and Request for Hearing

In accordance with 5 U.S.C. § 554, Respondent has the right to request a hearing to contest any material fact contained in this Complaint above or to contest the appropriateness of the proposed penalty set forth herein. Such a hearing will be held and conducted in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation, Termination or Suspension of Permits, 40 C.F.R. Part 22, a copy of which is enclosed herewith.

To avoid being found in default, which constitutes an admission of all facts alleged in this Complaint and a waiver of the right to hearing, Respondent must file a written answer and request for hearing within thirty (30) days of service of this Complaint and Notice of Opportunity for Hearing. Said answer shall clearly and directly admit, deny or explain each of the factual allegations contained in this Complaint with regard to which Respondent has any knowledge, or shall clearly state that Respondent has no knowledge as to particular factual allegations in this Complaint. The answer shall also state: (a) the circumstances or arguments which are alleged to constitute the grounds of any defense; (b) the facts which Respondent disputes; (c) the basis for opposing any proposed relief; and (d) whether a hearing is requested.

The denial of any material fact or the raising of any affirmative defense shall be construed as a request for hearing. Failure to deny or explain any factual allegation contained in the Complaint constitutes an admission of the allegation. Said answer shall be filed with the following:

Regional Hearing Clerk
U.S. Environmental Protection Agency
Region 7
901 N. 5th Street
Kansas City, Kansas 66101

A copy of the answer and request for hearing and copies of any subsequent documents filed in this action should be sent to Kent Johnson at the address indicated below.

If Respondent fails to file a written answer and request for a hearing within thirty (30) days of service of this Complaint and Notice of Opportunity for Hearing, such failure will constitute a binding admission of all allegations made in this Complaint and a waiver of Respondent's right to a hearing under TSCA. A Default Order may thereafter be issued by the Regional Judicial Officer and the civil penalty proposed herein shall become due and payable without further proceedings.

Informal Settlement Conference

Whether or not Respondent requests a hearing, an informal conference may be requested in order to discuss the facts of this case, the proposed penalty, and the possibility of settlement.

To request a settlement conference, please contact:

Kent Johnson
Assistant Regional Counsel
United States Environmental Protection Agency
Region 7
901 N. 5th Street
Kansas City, Kansas 66101
Telephone (913) 551-7284
Facsimile (913) 551-7925

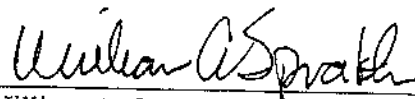
Please note that a request for an informal settlement conference does not extend the thirty (30) day period during which a written answer and request for a hearing must be submitted.

EPA encourages all parties against whom a civil penalty is proposed to pursue the possibilities of settlement as a result of informal conference. Any settlement which may be reached as a result of such a conference shall be embodied in a written Consent Agreement and Final Order issued by the Regional Judicial Officer, EPA Region 7. The issuance of such a Consent Agreement and Final Order shall constitute a waiver of Respondent's right to request a hearing on any matter stipulated therein.

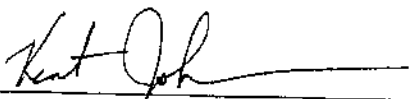
If Respondent has neither achieved a settlement by informal conference nor filed an answer within the thirty (30) day time period allowed by this Notice, the penalty proposed above may be assessed by the entry of a Default Order.

Date

12/2/02



William A. Spratlin,
Director
Air, RCRA, and Toxics Division



Kent Johnson
Assistant Regional Counsel
Office of Regional Counsel
Enclosures

CIVIL PENALTY ASSESSMENT WORKSHEET

IN THE MATTER OF: GOLDMARK PROPERTY MANAGEMENT, INC.

Count I (Minor Extent, Level 1)

| | | |
|---|----|---------|
| (1) Gravity-Based Penalty (GBP) from Matrix | \$ | \$2,200 |
| (2) Adjustment Factors | | |
| a. Ability to Pay/Ability to Continue in Business | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. History of Prior Violations | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. Degree of Culpability | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (3) Other Factors as Justice May Require | | |
| a. No Known Risk of Exposure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. Attitude: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. SEPs: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| d. Voluntary Disclosure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| e. Size of Business: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| f. Adjustment for Small Independent Owner/Lessor: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (4) Final Adjusted Penalty (If no adjustments were made, enter penalty from Line 1) | | \$2,200 |
| | | |
| | | |

CIVIL PENALTY ASSESSMENT WORKSHEET

IN THE MATTER OF: GOLDMARK PROPERTY MANAGEMENT, INC.

Count II (Minor Extent, Level 2)

| | | |
|---|----|---------|
| (1) Gravity-Based Penalty (GBP) from Matrix | \$ | \$1,320 |
| (2) Adjustment Factors | | |
| a. Ability to Pay/Ability to Continue in Business | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. History of Prior Violations | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. Degree of Culpability | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (3) Other Factors as Justice May Require | | |
| a. No Known Risk of Exposure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. Attitude: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. SEPs: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| d. Voluntary Disclosure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| e. Size of Business: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| f. Adjustment for Small Independent Owner/Lessor: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (4) Final Adjusted Penalty (If no adjustments were made, enter penalty from Line 1) | | \$1,320 |
| | | |
| | | |

CIVIL PENALTY ASSESSMENT WORKSHEET

IN THE MATTER OF: GOLDMARK PROPERTY MANAGEMENT, INC.

Count III (Minor Extent, Level 3)

| | | |
|---|----|-------|
| (1) Gravity-Based Penalty (GBP) from Matrix | \$ | \$660 |
| (2) Adjustment Factors | | |
| a. Ability to Pay/Ability to Continue in Business | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. History of Prior Violations | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. Degree of Culpability | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (3) Other Factors as Justice May Require | | |
| a. No Known Risk of Exposure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. Attitude: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. SEPs: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| d. Voluntary Disclosure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| e. Size of Business: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| f. Adjustment for Small Independent Owner/Lessor: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (4) Final Adjusted Penalty (If no adjustments were made, enter penalty from Line 1) | | \$660 |
| | | |
| | | |

CIVIL PENALTY ASSESSMENT WORKSHEET

IN THE MATTER OF: GOLDMARK PROPERTY MANAGEMENT, INC.

Count IV (Minor Extent, Level 5)

| | | |
|---|----|-------|
| (1) Gravity-Based Penalty (GBP) from Matrix | \$ | \$220 |
| (2) Adjustment Factors | | |
| a. Ability to Pay/Ability to Continue in Business | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. History of Prior Violations | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. Degree of Culpability | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (3) Other Factors as Justice May Require | | |
| a. No Known Risk of Exposure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. Attitude: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. SEPs: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| d. Voluntary Disclosure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| e. Size of Business: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| f. Adjustment for Small Independent Owner/Lessor: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (4) Final Adjusted Penalty (If no adjustments were made, enter penalty from Line 1) | | \$220 |
| | | |
| | | |

CIVIL PENALTY ASSESSMENT WORKSHEET

IN THE MATTER OF: GOLDMARK PROPERTY MANAGEMENT, INC.

Count V (Minor Extent, Level 1)

| | | |
|---|----|---------|
| (1) Gravity-Based Penalty (GBP) from Matrix | \$ | \$2,200 |
| (2) Adjustment Factors | | |
| a. Ability to Pay/Ability to Continue in Business | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. History of Prior Violations | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. Degree of Culpability | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (3) Other Factors as Justice May Require | | |
| a. No Known Risk of Exposure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. Attitude: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. SEPs: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| d. Voluntary Disclosure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| e. Size of Business: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| f. Adjustment for Small Independent Owner/Lessor: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (4) Final Adjusted Penalty (If no adjustments were made, enter penalty from Line 1) | | \$2,200 |
| | | |
| | | |

CIVIL PENALTY ASSESSMENT WORKSHEET

IN THE MATTER OF: GOLDMARK PROPERTY MANAGEMENT, INC.

Count VI (Minor Extent, Level 2)

| | | |
|---|----|--------|
| (1) Gravity-Based Penalty (GBP) from Matrix | \$ | \$1320 |
| (2) Adjustment Factors | | |
| a. Ability to Pay/Ability to Continue in Business | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. History of Prior Violations | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. Degree of Culpability | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (3) Other Factors as Justice May Require | | |
| a. No Known Risk of Exposure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. Attitude: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. SEPs: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| d. Voluntary Disclosure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| e. Size of Business: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| f. Adjustment for Small Independent Owner/Lessor: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (4) Final Adjusted Penalty (If no adjustments were made, enter penalty from Line 1) | | \$1320 |
| | | |
| | | |

CIVIL PENALTY ASSESSMENT WORKSHEET

IN THE MATTER OF: GOLDMARK PROPERTY MANAGEMENT, IN C.

Count VII (Minor Extent, Level 3)

| | | |
|---|----|-------|
| (1) Gravity-Based Penalty (GBP) from Matrix | \$ | \$660 |
| (2) Adjustment Factors | | |
| a. Ability to Pay/Ability to Continue in Business | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. History of Prior Violations | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. Degree of Culpability | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (3) Other Factors as Justice May Require | | |
| a. No Known Risk of Exposure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. Attitude: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. SEPs: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| d. Voluntary Disclosure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| e. Size of Business: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| f. Adjustment for Small Independent Owner/Lessor: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (4) Final Adjusted Penalty (If no adjustments were made, enter penalty from Line 1) | | \$660 |
| | | |
| | | |

CIVIL PENALTY ASSESSMENT WORKSHEET

IN THE MATTER OF: GOLDMARK PROPERTY MANAGEMENT, INC.

Count VIII (Minor Extent, Level 5)

| | | |
|---|-----|-------|
| (1) Gravity-Based Penalty (GBP) from Matrix | \$ | \$220 |
| (2) Adjustment Factors | | |
| a. Ability to Pay/Ability to Continue in Business | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. History of Prior Violations | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. Degree of Culpability | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (3) Other Factors as Justice May Require | | |
| a. No Known Risk of Exposure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. Attitude: | % - | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. SEPs: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| d. Voluntary Disclosure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| e. Size of Business: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| f. Adjustment for Small Independent Owner/Lessor: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (4) Final Adjusted Penalty (If no adjustments were made, enter penalty from Line 1) | | \$220 |
| | | |
| | | |

CIVIL PENALTY ASSESSMENT WORKSHEET

IN THE MATTER OF: GOLDMARK PROPERTY MANAGEMENT, INC.

Count IX (Minor Extent, Level 3)

| | | |
|---|----|-------|
| (1) Gravity-Based Penalty (GBP) from Matrix | \$ | \$660 |
| (2) Adjustment Factors | | |
| a. Ability to Pay/Ability to Continue in Business | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. History of Prior Violations | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. Degree of Culpability | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (3) Other Factors as Justice May Require | | |
| a. No Known Risk of Exposure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. Attitude: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. SEPs: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| d. Voluntary Disclosure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| e. Size of Business: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| f. Adjustment for Small Independent Owner/Lessor: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (4) Final Adjusted Penalty (If no adjustments were made, enter penalty from Line 1) | | \$660 |
| | | |
| | | |

CIVIL PENALTY ASSESSMENT WORKSHEET

IN THE MATTER OF: GOLDMARK PROPERTY MANAGEMENT, INC.

Count X (Minor Extent, Level 5)

| | | |
|---|----|-------|
| (1) Gravity-Based Penalty (GBP) from Matrix | \$ | \$220 |
| (2) Adjustment Factors | | |
| a. Ability to Pay/Ability to Continue in Business | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. History of Prior Violations | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. Degree of Culpability | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (3) Other Factors as Justice May Require | | |
| a. No Known Risk of Exposure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. Attitude: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. SEPs: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| d. Voluntary Disclosure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| e. Size of Business: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| f. Adjustment for Small Independent Owner/Lessor: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (4) Final Adjusted Penalty (If no adjustments were made, enter penalty from Line 1) | | \$220 |
| | | |
| | | |

CIVIL PENALTY ASSESSMENT WORKSHEET

IN THE MATTER OF: GOLDMARK PROPERTY MANAGEMENT, INC.

Count XI (Minor Extent, Level 3)

| | | |
|---|----|-------|
| (1) Gravity-Based Penalty (GBP) from Matrix | \$ | \$660 |
| (2) Adjustment Factors | | |
| a. Ability to Pay/Ability to Continue in Business | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. History of Prior Violations | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. Degree of Culpability | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (3) Other Factors as Justice May Require | | |
| a. No Known Risk of Exposure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. Attitude: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. SEPs: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| d. Voluntary Disclosure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| e. Size of Business: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| f. Adjustment for Small Independent Owner/Lessor: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (4) Final Adjusted Penalty (If no adjustments were made, enter penalty from Line 1) | | \$660 |
| | | |
| | | |

CIVIL PENALTY ASSESSMENT WORKSHEET

IN THE MATTER OF: GOLDMARK PROPERTY MANAGEMENT, INC.

Count XII (Minor Extent, Level 5)

| | | |
|---|----|-------|
| (1) Gravity-Based Penalty (GBP) from Matrix | \$ | \$220 |
| (2) Adjustment Factors | | |
| a. Ability to Pay/Ability to Continue in Business | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. History of Prior Violations | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. Degree of Culpability | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (3) Other Factors as Justice May Require | | |
| a. No Known Risk of Exposure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. Attitude: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. SEPs: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| d. Voluntary Disclosure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| e. Size of Business: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| f. Adjustment for Small Independent Owner/Lessor: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (4) Final Adjusted Penalty (If no adjustments were made, enter penalty from Line 1) | | \$220 |
| | | |
| | | |

CIVIL PENALTY ASSESSMENT WORKSHEET

IN THE MATTER OF: GOLDMARK PROPERTY MANAGEMENT, INC.

Count XIII (Minor Extent, Level 3)

| | | |
|---|----|-------|
| (1) Gravity-Based Penalty (GBP) from Matrix | \$ | \$660 |
| (2) Adjustment Factors | | |
| a. Ability to Pay/Ability to Continue in Business | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. History of Prior Violations | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. Degree of Culpability | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (3) Other Factors as Justice May Require | | |
| a. No Known Risk of Exposure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. Attitude: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. SEPs: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| d. Voluntary Disclosure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| e. Size of Business: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| f. Adjustment for Small Independent Owner/Lessor: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (4) Final Adjusted Penalty (If no adjustments were made, enter penalty from Line 1) | | \$660 |
| | | |
| | | |

CIVIL PENALTY ASSESSMENT WORKSHEET

IN THE MATTER OF: GOLDMARK PROPERTY MANAGEMENT, INC.

Count XIV (Minor Extent, Level 1)

| | | |
|---|----|-------|
| (1) Gravity-Based Penalty (GBP) from Matrix | \$ | \$220 |
| (2) Adjustment Factors | | |
| a. Ability to Pay/Ability to Continue in Business | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. History of Prior Violations | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. Degree of Culpability | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (3) Other Factors as Justice May Require | | |
| a. No Known Risk of Exposure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. Attitude: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. SEPs: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| d. Voluntary Disclosure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| e. Size of Business: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| f. Adjustment for Small Independent Owner/Lessor: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (4) Final Adjusted Penalty (If no adjustments were made, enter penalty from Line 1) | | \$220 |
| | | |
| | | |

CIVIL PENALTY ASSESSMENT WORKSHEET

IN THE MATTER OF: GOLDMARK PROPERTY MANAGEMENT, INC.

Count XV (Minor Extent, Level 1)

| | | |
|---|----|-------|
| (1) Gravity-Based Penalty (GBP) from Matrix | \$ | \$660 |
| (2) Adjustment Factors | | |
| a. Ability to Pay/Ability to Continue in Business | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. History of Prior Violations | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. Degree of Culpability | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (3) Other Factors as Justice May Require | | |
| a. No Known Risk of Exposure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. Attitude: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. SEPs: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| d. Voluntary Disclosure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| e. Size of Business: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| f. Adjustment for Small Independent Owner/Lessor: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (4) Final Adjusted Penalty (If no adjustments were made, enter penalty from Line 1) | | \$660 |
| | | |
| | | |

CIVIL PENALTY ASSESSMENT WORKSHEET

IN THE MATTER OF: GOLDMARK PROPERTY MANAGEMENT, INC.

Count XVI (Minor Extent, Level 5)

| | | |
|---|----|-----------------|
| (1) Gravity-Based Penalty (GBP) from Matrix | \$ | \$220 |
| (2) Adjustment Factors | | |
| a. Ability to Pay/Ability to Continue in Business | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. History of Prior Violations | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. Degree of Culpability | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (3) Other Factors as Justice May Require | | |
| a. No Known Risk of Exposure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| b. Attitude: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| c. SEPs: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| d. Voluntary Disclosure | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| e. Size of Business: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| f. Adjustment for Small Independent Owner/Lessor: | % | 0 |
| Adjusted Penalty (if no adjustment, skip to the next line) | | |
| (4) Final Adjusted Penalty (If no adjustments were made, enter penalty from Line 1) | | \$220 |
| TOTAL PROPOSED PENALTY (COUNTS I THROUGH XVI) | | \$12,320 |

CERTIFICATE OF SERVICE

I certify that on the date noted below I hand delivered the original and one true and correct copy of the foregoing Complaint and Notice of Opportunity for Hearing to the Regional Hearing Clerk, United States Environmental Protection Agency, Region 7, 901 N. 5th Street, Kansas City, Kansas 66101.

I further certify that on the date noted below I sent by certified mail, return receipt requested, Article Number: 7001 0320 0002 5013 6596, two true and correct copies of the signed original Complaint and Notice of Opportunity for Hearing; the Civil Penalty Assessment Worksheets; the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, 40 C.F.R. Part 22; the Section 1018 - Disclosure Rule Enforcement Response Policy to the following:

Dale D. Lian
Registered Agent for Goldmark Property Management, Inc.
1707 Gold Drive S.
P.O. Box 3024
Fargo, North Dakota 58108-3024

DEC 04 2002

Date

B. F. Robertson
Signature

B. F. ROBERTSON
Printed Name

| U.S. Postal Service | |
|--|--|
| CERTIFIED MAIL RECEIPT | |
| (Domestic Mail Only; No Insurance Coverage Provided) | |
| 0320 0002 5013 6596 | |
| Postage | \$ |
| Certified Fee | |
| Return Receipt Fee (Endorsement Required) | |
| Restricted Delivery Fee (Endorsement Required) | |
| Total Postage | |
| Sent To | Dale D. Lian, Registered Agent |
| Street, Apt or PO Box | Goldmark Property Management, Inc. 1707 Gold Drive S.-P.O. Box 3024 |
| City, State | Fargo, North Dakota 58108-3024 |
| PS Form 3800, January 2001 | |